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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

DRY BULK SINGAPORE PTE. LTD.)
Plaintiff,) Case No.: 3:19-cv-1671
v.) IN ADMIRAL TY
Amis Integrity S.A. *in personam* and)
M/V AMIS INTEGRITY (IMO)
9732412) her engines, freights, apparel,)
appurtenances, tackle, etc., *in rem*,)
Defendant.)

DECLARATION OF SUBSTITUTE CUSTODIAN

I, Philip Brotherton, am the Vice President of Transmarine Navigation Corporation. (hereinafter ("Transmarine"), a DELAWARE corporation headquartered in CALIFORNIA, and declare that:

1. I am familiar with the M/V AMIS INTEGRITY (IMO 9732412), described in the Verified Complaint (Docket #1), at least to the extent of her size, type, construction material, and general usage. Specifically, the Vessel is a 2017 build oceangoing bulk carrier ship. I attest

that Transmarine can provide adequate supervision for, and can safely keep, the Vessel in place of the U.S. Marshal during the pendency of this action and until further order of the Court; and in this regard, Transmarine would exercise due care to preserve and protect the Vessel during custodianship.

2. In this regard, Transmarine agrees to provide all services necessary for the proper custody and safekeeping of the Vessel during the substitute custodianship, including security by providing a licensed watchman onboard the Vessel while the Vessel remains under attachment.

3. Transmarine will make arrangements to keep the Vessel at a proper location within this District and will arrange to furnish a proper berth or anchorage for the Vessel.

4. Transmarine agrees to accept substitute custodianship of the Vessel in accordance with the Order for Appointment of Substitute Custodian upon delivery of a signed copy of said Order, and to acknowledge receipt of the Vessel.

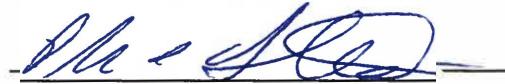
5. Transmarine has adequate liability insurance and assets adequate to respond in damages for loss of or injury to the Vessel during said custody, or for damages sustained by third parties due to the negligence of Transmarine or its employees or agents committed during said custody.

6. Transmarine acknowledges that all outstanding bills and costs/expenses incidental to the keeping of the Vessel by the substitute custodian will be paid by the Plaintiff. The United States of America, the United States Marshal, their agents, servants, employees, and others for whom they are responsible do not assume any liability or responsibility for any acts of the substitute custodian or any costs incurred incidental to this Court appointed custodianship.

7. Transmarine charges an arrest fee of USD \$1,000.00 and will perform the services listed above as substitute custodian for the Vessel at a charge of USD \$100.00 per day, together with any incurred ad potentially expected expenses such as launch services and travel. Transmarine (or Plaintiff), will seek Court approval of any extraordinary expenses relating to its substitute custodianship of the Vessel as *custodia legis* expenses.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this Declaration was executed on October 16, 2019.

Dated this 16 day of October, 2019



Philip Brotherton
Transmarine Navigation Corporation